

**08 C 963**

Case 1:08-cv-00963

Document 1-2

Filed 02/15/2008

JUDGE DERR-YEGHAYAN  
Page 1 of 25  
MAGISTRATE JUDGE NOLAN

## **EXHIBIT A1**

LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: McMaster-Carr Supply Company  
(herein called the Subscriber)

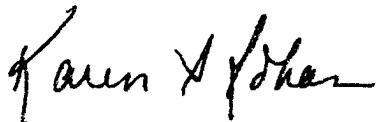
Policy No.: FLX 960387

The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective April 1, 2007, the attached form, TL-009000 (Claim Procedures Applicable to Plans Subject to the Employee Retirement Income Security Act) is added to the Policy.

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



By:

Karen S. Rohan, President

Date: April 19, 2007

Amendment No. ERISA2

TL-004780

PITTSBURGH  
APR 18 2007  
Group Life & Disability  
Coverage Unit

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**(herein called the Insurance Company)**

**AMENDATORY RIDER**

**CLAIM PROCEDURES APPLICABLE TO PLANS SUBJECT TO THE  
EMPLOYEE RETIREMENT INCOME SECURITY ACT ("ERISA")**

The provisions below amend the Policy to which they are attached. They apply to all claims for benefits under the Policy. They supplement other provisions of the Policy relating to claims for benefits.

This Policy has been issued in conjunction with an employee welfare benefit plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). This Policy is a Plan document within the meaning of ERISA. As respects the Insurance Company, it is the sole contract under which benefits are payable by the Insurance Company. Except for this, it shall not be deemed to affect or supersede other Plan documents.

The Plan Administrator has appointed the Insurance Company as the named fiduciary for deciding claims for benefits under the Plan, and for deciding any appeals of denied claims.

**Review of Claims for Benefits**

The Insurance Company has 45 days from the date it receives a claim for disability benefits, or 90 days from the date it receives a claim for any other benefit, to determine whether or not benefits are payable in accordance with the terms of the Policy. The Insurance Company may require more time to review the claim if necessary due to matters beyond its control. If this should happen, the Insurance Company must provide notice in writing that its review period has been extended for:

- (i) up to two more 30 day periods (in the case of a claim for disability benefits); or
- (ii) 90 days more (in the case of any other benefit).

If this extension is made because additional information must be furnished, these extension periods will begin when the additional information is received. The requested information must be furnished within 45 days.

During the review period, the Insurance Company may require:

- (i) a medical examination of the Insured, at its own expense; or
- (ii) additional information regarding the claim.

If a medical examination is required, the Insurance Company will notify the Insured of the date and time of the examination and the physician's name and location. If additional information is required, the Insurance Company must notify the claimant, in writing, stating what information is needed and why it is needed.

If the claim is approved, the Insurance Company will pay the appropriate benefit.

If the claim is denied, in whole or in part, the Insurance Company will provide written notice within the review period. The Insurance Company's written notice will include the following information:

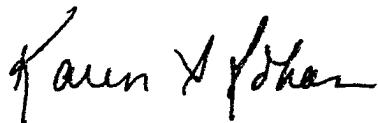
1. The specific reason(s) the claim was denied.
2. Specific reference to the Policy provision(s) on which the denial was based.
3. Any additional information required for the claim to be reconsidered, and the reason this information is necessary.
4. In the case of any claim for a disability benefit: identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement regarding the right to appeal the decision, and an explanation of the appeal procedure, including a statement of the right to bring a civil action under Section 502(a) of ERISA if the appeal is denied.

**Appeal Procedure for Denied Claims**

Whenever a claim is denied, there is the right to appeal the decision. A written request for appeal must be made to the Insurance Company within 60 days (180 days in the case of any claim for disability benefits) from the date the denial was received. If a request is not made within that time, the right to appeal will have been waived.

Once a request has been received by the Insurance Company, a prompt and complete review of the claim will take place. This review will give no deference to the original claim decision. It will not be made by the person who made the initial claim decision, or a subordinate of that person. During the review, the claimant (or the claimant's duly authorized representative) has the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Insurance Company will be identified. Issues and comments that might affect the outcome of the review may also be submitted.

The Insurance Company has 60 days (45 days, in the case of any disability benefit) from the date it receives a request to review the claim and provide its decision. Under special circumstances, the Insurance Company may require more time to review the claim. If this should happen, the Insurance Company must provide notice, in writing, that its review period has been extended for an additional 60 days (45 days in the case of any disability benefit). Once its review is complete, the Insurance Company must state, in writing, the results of the review and indicate the Plan provisions upon which it based its decision.



President

TL-009000

**CONFIDENTIAL**

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This Amendment contains individually identifiable personal information which is confidential and should not be released to anyone other than the individual to which it relates.

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**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
(herein called the Company)

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: McMaster-Carr Supply Company  
(herein called the Subscriber)

Policy No.: FLX 960387

The Company and the Subscriber hereby agree that the Policy is amended as follows:

1. Effective August 1, 2006, Class 7 in the *Classes of Eligible Employees* section under the SCHEDULE OF BENEFITS provision of the Policy is replaced with the following.

Class 7 All named Employees disabled prior to January 1, 2004 who are not covered under a prior carrier's Waiver of Premium provision but who are receiving Long Term Disability under LK 030553 benefits with CIGNA Life Insurance Company of North America as on file with the Policyholder and the Insurance Company:

**Basic Life Insurance Benefit:**

Keisha Lewis	\$56,000.00
Ivan Martinez	\$67,900.00
Brenda Ullrich	\$99,600.00
Pauline Yarosh	\$107,600.00
Deborah Luttrell	\$70,100.00
Martin Hupfl	\$84,800.00
Sherri Ward	\$66,500.00

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**CONFIDENTIAL**

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This Amendment contains individually identifiable personal information which is confidential and should not be released to anyone other than the individual to which it relates.

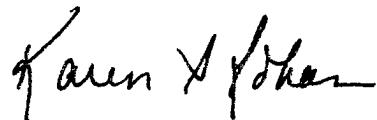
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**Voluntary Life Insurance Benefit:**

Deborah Luttrell	\$35,100.00
Martin Hupfl	\$42,400.00

Except for the above, this Amendment does not change the Policy in any way.

**FOR THE COMPANY**



By:

Karen S. Rohan, President

Date: March 9, 2007

Amendment No. ca01 (*Revised*)

TL-004780

ca01  
2 of 2

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: McMaster-Carr Supply Company  
(herein called the Subscriber)

Policy No.: FLX 960387

The Company and the Subscriber hereby agree that the Policy is amended as follows:

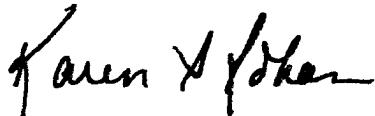
1. Effective August 1, 2006, Class 7 is added to the Classes of Eligible Employees section under the SCHEDULE OF BENEFITS provision of the Policy:

Class 7 Employees disabled prior to January 1, 2004 who are not covered under a prior carrier's Waiver of Premium provision but who are receiving Long Term Disability under LK 030553 benefits with CIGNA Life Insurance Company of North America.

2. Effective August 1, 2006, the attached SCHEDULE OF BENEFITS FOR CLASS 7 is added to the Policy.

Except for the above, this Amendment does not change the Policy in any way.

**FOR THE COMPANY**



By:

Karen S. Rohan, President

Date: February 6, 2007

Amendment No. 02

TL-004780

PITTSBURGH  
APR 16 2007  
Group Long Term Disability  
Coverage Unit

## SCHEDULE OF BENEFITS FOR CLASS 7

### **Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period. Closed Class.

For Employees hired after the Policy Effective Date: Not Applicable. Closed Class.

## LIFE INSURANCE BENEFITS

### **Employee Benefits**

#### **Basic Benefit**

Guaranteed Issue Amount:	As on file with Employer and the Insurance Company.
Maximum Benefit:	As on file with Employer and the Insurance Company

#### **Voluntary Benefit**

Guaranteed Issue Amount:	As on file with Employer and the Insurance Company
Maximum Benefit:	As on file with Employer and the Insurance Company

#### **Continuation Options**

##### **For Leave of Absence**

Maximum Benefit Period:	12 months
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##### **For Family Medical Leave**

Maximum Benefit Period:	12 weeks
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##### **Waiver of Premium**

This option does not apply to this class of Employee.

#### **Portability Options**

##### **For Employees**

See the Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

#### **Seatbelt Benefit**

10% of the Employee's Life Insurance Benefits in force on the date of the Accident or \$10,000, if less. The Limited Seatbelt Benefit is \$1,000.

#### **Terminal Illness Benefit**

75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$375,000.

#### **Increases and Decreases in Coverage**

An eligible Employee may enroll for or increase his or her Voluntary Term Life Insurance Benefits, at any time, only if he or she satisfies the Insurability Requirement. Any amount the Insurance Company approves is effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

*At ✓*

**Former Employee Benefits**

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.
	Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 70
Terminal Illness Benefit	75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$375,000.

TL-004774

Ao 2

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: McMaster-Carr Supply Company  
(herein called the Subscriber)

Policy No.: FLX 960387

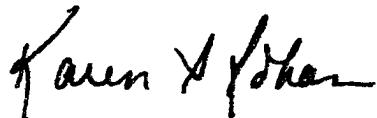
The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective January 1, 2007, the rates shown on the attached Schedule of Rates will be in force for coverage under the Policy.

No change in rates will be made until 24 months after the effective date of this Amendment. However, the Company reserves the right to change the rates at any time during a period for which the rates are guaranteed if the conditions described in the Changes in Premium Rates provision under the Administrative Provisions section of the Policy apply.

Except for the above, this Amendment does not change the Policy in any way.

**FOR THE COMPANY**



By:

Karen S. Rohan, President

Date: January 15, 2007

Amendment No. 01

TL-004780

PITTSBURGH  
APR 16 2007  
Group Life & Disability  
Coverage Unit

**SCHEDULE OF RATES**

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

**FOR EMPLOYEE BENEFITS**

**Basic Life Insurance**                    \$.125 Per \$1,000

**Voluntary Life Insurance**                \$.150 Per \$1,000

**FOR FORMER EMPLOYEE BENEFITS**

Monthly Rates are based on units of \$1,000.

Under Age 20	\$.153	Age 45 - 49	\$.3840
Age 20 - 24	\$.144	Age 50 - 54	\$.7260
Age 25 - 29	\$.153	Age 55 - 59	\$1.347
Age 30 - 34	\$.177	Age 60 - 64	\$2.461
Age 35 - 39	\$.190	Age 65 - 69	\$4.065
Age 40 - 44	\$.243		

TL-004718

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Johnson, Jenifer D 250

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**From:** Nickens, Misti L TL23A  
**Sent:** Friday, April 02, 2004 8:06 AM  
**To:** Rapp, Mary E (Mary Ellen) 1385  
**Cc:** Uriand, Jill A 725; Andrade, Billie 212; Blizzard, Sara A TL25E; CGI Policy; Edwards, Steven 212; Hayden, Gloria J 250; Pittsburgh CSU 250  
**Subject:** McMaster-Carr Supply Company FLX-960387

Mary Ellen,

Attached are pdf files of the life policy and certificates effective 1/1/04. Please review them carefully.



flx960387p.pdf  
(194 KB)



flx960387c01.pdf  
(176 KB)



flx960387c02.pdf  
(176 KB)



flx960387c03.pdf  
(176 KB)



flx960387c04.pdf  
(176 KB)



flx960387c05.pdf  
(176 KB)



flx960387c06.pdf  
(176 KB)

*Misti L. Nickens*

Contract Analyst  
CIGNA Group Insurance

1601 Chestnut Street, TL23A

Philadelphia, PA 19192

phone: (215) 761-4078

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**NOTICE**

**Benefits paid under the Accelerated Benefits provision will reduce the Death Benefit payable for life insurance.**

**Benefits payable under the Accelerated Benefits provision may be taxable. If so, the Employee or the Employee's beneficiary may incur a tax obligation. As with all tax matters, an Employee should consult with a personal tax advisor to assess the impact of this benefit. Accelerated Benefits are not payable if life insurance coverage under the Policy is not in force.**

TL-004788

LIFE INSURANCE COMPANY OF NORTH AMERICA  
1601 CHESTNUT STREET  
PHILADELPHIA, PA 19192-2235  
(800) 732-1603 TDD (800) 552-5744  
A STOCK INSURANCE COMPANY

GROUP POLICY

**POLICYHOLDER:** TRUSTEE OF THE NATIONAL CONSUMER INSURANCE TRUST

**SUBSCRIBER:** McMaster-Carr Supply Company

**POLICY NUMBER:** FLX-960387

**POLICY EFFECTIVE DATE:** January 1, 2004

**POLICY ANNIVERSARY DATE:** January 1

This Policy describes the terms and conditions of coverage. It is issued in Delaware and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.

*susan l. cooper*

Susan L. Cooper, Secretary

*Gregory H. Wolf*

Gregory H. Wolf, President

TL-004700

*APR 6 2008*  
Group Life Insurance  
Coverage Unit

**TABLE OF CONTENTS**

SCHEDULE OF BENEFITS .....	1
SCHEDULE OF BENEFITS FOR CLASS 1 .....	2
SCHEDULE OF BENEFITS FOR CLASS 2 .....	5
SCHEDULE OF BENEFITS FOR CLASS 3 .....	8
SCHEDULE OF BENEFITS FOR CLASS 4 .....	11
SCHEDULE OF BENEFITS FOR CLASS 5 .....	14
SCHEDULE OF BENEFITS FOR CLASS 6 .....	17
ELIGIBILITY FOR INSURANCE .....	20
EFFECTIVE DATE OF INSURANCE .....	20
TERMINATION OF INSURANCE .....	21
CONTINUATION OF INSURANCE .....	21
LIFE INSURANCE BENEFITS .....	22
LIFE INSURANCE EXCLUSIONS .....	24
CLAIM PROVISIONS .....	25
ADMINISTRATIVE PROVISIONS .....	27
SCHEDULE OF RATES .....	29
GENERAL PROVISIONS .....	30
DEFINITIONS .....	31

**Premium Due Date**

Premiums are due in arrears on the date coinciding with the day of the Policy Anniversary Date or the last day of the month, if earlier.

**Classes of Eligible Employees**

On the pages following the definition of eligible employees there is a Schedule of Benefits for each Class of Eligible Employees listed below. For an explanation of these benefits, please see the Description of Benefits provision.

If an Employee is eligible under one Class of Eligible Employees and later becomes eligible under a different Class of Eligible Employees, changes in his or her insurance due to the class change will be effective on the date of the change in class.

- |         |  |
|---------|--|
| Class 1 | All active, Full-time Employees of the Employer under age 65 on the date of hire regularly working a minimum of 30 hours per week.                     |
| Class 2 | All active, Part-time Employees of the Employer under age 65 on the date of hire regularly working a minimum of 20 but less than 30 hours per week.    |
| Class 3 | All active, Full-time Employees of the Employer age 65-69 on the date of hire regularly working a minimum of 30 hours per week.                        |
| Class 4 | All active, Part-time Employees of the Employer age 65-69 on the date of hire regularly working a minimum of 20 but less than 30 hours per week.       |
| Class 5 | All active, Full-time Employees of the Employer age 70 or older on the date of hire regularly working a minimum of 30 hours per week.                  |
| Class 6 | All active, Part-time Employees of the Employer age 70 or older on the date of hire regularly working a minimum of 20 but less than 30 hours per week. |

## **Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: After 30 days of Active Service.

For Employees hired after the Policy Effective Date: After 30 days of Active Service.

## **LIFE INSURANCE BENEFITS**

### **Employee Benefits**

Basic Benefit	2 times Annual Compensation rounded to the next higher \$100, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or \$500,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or \$500,000
Voluntary Benefit	1 times Annual Compensation rounded to the next higher \$100, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 1 times Annual Compensation or \$500,000 when combined with the Basic Guaranteed Issue Amount, or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	the lesser of 1 times Annual Compensation or \$500,000 when combined with the Basic Maximum Benefit Amount

### **Continuation Options**

For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
Waiver of Premium	
Benefit Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Life Insurance Benefits for the Employee.
Portability Options	
For Employees	See the Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

## Terminal Illness Benefit

75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$375,000.

## Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase. The amount of the increase may be up to 25% of the Employee's previous salary. It will automatically increase, subject to the conditions below.

## Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation;
2. the Employee is in Active Service on the effective date of the increase; and
3. the total benefit does not exceed the Guaranteed Issue Amount.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

An Employee will be required to satisfy the Insurability Requirement for an increased amount if:

1. he or she initially elects a Voluntary Life Insurance Benefit that is less than or equal to the Guaranteed Issue Amount and his or her benefit plus the automatic increase would exceed it; and
2. he or she has not been approved by the Insurance Company for a Voluntary Life Insurance Benefit in excess of the Guaranteed Issue Amount.

An Automatic Increase will become effective on the Policy Anniversary following the Employee's increase in Annual Compensation, or if later, the date the Insurance Company approves any required Insurability Requirement.

If an Employee is initially approved for a Voluntary Life Insurance Benefit in excess of the Guaranteed Issue Amount, it will not increase in excess of the Maximum Benefit Amount.

If an Employee revokes this Automatic Increase Feature, he or she may not elect it at a later date. If an Employee has not enrolled for the Automatic Increase Feature, he or she must satisfy the Insurability Requirement before any increase based on an increase in Annual Compensation becomes effective.

## Increases and Decreases in Coverage

An eligible Employee may enroll for or increase his or her Voluntary Term Life Insurance Benefits, at any time, only if he or she satisfies the Insurability Requirement. Any amount the Insurance Company approves is effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

## Amount of Insurance

An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.

Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.

## Maximum Benefit Period

To Age 70

## Terminal Illness Benefit

75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$375,000.

TL-004774

## **Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: After 5 years of Active Service.

For Employees hired after the Policy Effective Date: After 5 years of Active Service.

## **LIFE INSURANCE BENEFITS**

### **Employee Benefits**

Basic Benefit	2 times Annual Compensation rounded to the next higher \$100, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or \$500,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or \$500,000
Voluntary Benefit	1 times Annual Compensation rounded to the next higher \$100, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 1 times Annual Compensation or \$500,000 when combined with the Basic Guaranteed Issue Amount, or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	the lesser of 1 times Annual Compensation or \$500,000 when combined with the Basic Maximum Benefit Amount

### **Continuation Options**

For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
Waiver of Premium	
Benefit Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Life Insurance Benefits for the Employee.

Portability Options	
For Employees	See the Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

## Terminal Illness Benefit

75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$375,000.

## Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase. The amount of the increase may be up to 25% of the Employee's previous salary. It will automatically increase, subject to the conditions below.

## Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation;
2. the Employee is in Active Service on the effective date of the increase; and
3. the total benefit does not exceed the Guaranteed Issue Amount.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

An Employee will be required to satisfy the Insurability Requirement for an increased amount if:

1. he or she initially elects a Voluntary Life Insurance Benefit that is less than or equal to the Guaranteed Issue Amount and his or her benefit plus the automatic increase would exceed it; and
2. he or she has not been approved by the Insurance Company for a Voluntary Life Insurance Benefit in excess of the Guaranteed Issue Amount.

An Automatic Increase will become effective on the Policy Anniversary following the Employee's increase in Annual Compensation, or if later, the date the Insurance Company approves any required Insurability Requirement.

If an Employee is initially approved for a Voluntary Life Insurance Benefit in excess of the Guaranteed Issue Amount, it will not increase in excess of the Maximum Benefit Amount.

If an Employee revokes this Automatic Increase Feature, he or she may not elect it at a later date. If an Employee has not enrolled for the Automatic Increase Feature, he or she must satisfy the Insurability Requirement before any increase based on an increase in Annual Compensation becomes effective.

## Increases and Decreases in Coverage

An eligible Employee may enroll for or increase his or her Voluntary Term Life Insurance Benefits, at any time, only if he or she satisfies the Insurability Requirement. Any amount the Insurance Company approves is effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.
	Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 70
Terminal Illness Benefit	75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$375,000.

TL-004774

## Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: After 30 days of Active Service.

For Employees hired after the Policy Effective Date: After 30 days of Active Service.

## LIFE INSURANCE BENEFITS

### Employee Benefits

Basic Benefit	2 times Annual Compensation rounded to the next higher \$100, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or \$300,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or \$300,000
Voluntary Benefit	1 times Annual Compensation rounded to the next higher \$100, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 1 times Annual Compensation or \$300,000 when combined with the Basic Guaranteed Issue Amount, or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	the lesser of 1 times Annual Compensation or \$300,000 when combined with the Basic Maximum Benefit Amount

### Continuation Options

For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
Waiver of Premium	
Benefit Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Life Insurance Benefits for the Employee.
Portability Options	
For Employees	See the Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

## Terminal Illness Benefit

75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$225,000.

## Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase. The amount of the increase may be up to 25% of the Employee's previous salary. It will automatically increase, subject to the conditions below.

## Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation;
2. the Employee is in Active Service on the effective date of the increase; and
3. the total benefit does not exceed the Guaranteed Issue Amount.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

An Employee will be required to satisfy the Insurability Requirement for an increased amount if:

1. he or she initially elects a Voluntary Life Insurance Benefit that is less than or equal to the Guaranteed Issue Amount and his or her benefit plus the automatic increase would exceed it; and
2. he or she has not been approved by the Insurance Company for a Voluntary Life Insurance Benefit in excess of the Guaranteed Issue Amount.

An Automatic Increase will become effective on the Policy Anniversary following the Employee's increase in Annual Compensation, or if later, the date the Insurance Company approves any required Insurability Requirement.

If an Employee is initially approved for a Voluntary Life Insurance Benefit in excess of the Guaranteed Issue Amount, it will not increase in excess of the Maximum Benefit Amount.

If an Employee revokes this Automatic Increase Feature, he or she may not elect it at a later date. If an Employee has not enrolled for the Automatic Increase Feature, he or she must satisfy the Insurability Requirement before any increase based on an increase in Annual Compensation becomes effective.

## Increases and Decreases in Coverage

An eligible Employee may enroll for or increase his or her Voluntary Term Life Insurance Benefits, at any time, only if he or she satisfies the Insurability Requirement. Any amount the Insurance Company approves is effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.
	Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 70
Terminal Illness Benefit	75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$225,000.

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